

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Robert A. LaRosa  
 Debtor

Case No. 16-17869-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: JEGilmore  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 7

Date Rcvd: Nov 14, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 16, 2017.

db +Robert A. LaRosa, 8 E. Patricia Road, Southampton, PA 18966-2119  
 cr +BANK OF AMERICA, N.A., 16001 N. Dallas Pkwy, Addison, TX 75001-3311  
 cr ZELKOVA ACQUISITION LLC, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: bankruptcy@phila.gov Nov 15 2017 02:09:24 City of Philadelphia,  
 City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,  
 Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Nov 15 2017 02:08:57  
 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,  
 Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Nov 15 2017 02:09:15 U.S. Attorney Office,  
 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404  
 cr +E-mail/PDF: gecsed@recoverycorp.com Nov 15 2017 02:04:57 Synchrony Bank,  
 c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 16, 2017

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 14, 2017 at the address(es) listed below:

ALEXANDRA T. GARCIA on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-H ecfmail@mwc-law.com  
 ANN E. SWARTZ on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR ecfmail@mwc-law.com, ecfmail@mwc-law.com  
 CELINE P. DERKRIKORIAN on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWHEQ REVOLVING HOME EQUITY LOAN TRUST, SERIES 2005-H ecfmail@mwc-law.com  
 JEFFREY C. MCCULLOUGH on behalf of Debtor Robert A. LaRosa jeffmccullough@bondmccullough.com, mbehrlacher@bondmccullough.com  
 JEREMY JOHN KOBESKI on behalf of Creditor BANK OF AMERICA, N.A. paeb@fedphe.com  
 MATTEO SAMUEL WEINER on behalf of Creditor Bayview Loan Servicing LLC bkgroup@kmlawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor Bayview Loan Servicing LLC bkgroup@kmlawgroup.com  
 THOMAS YOUNG.HAE SONG on behalf of Creditor BANK OF AMERICA, N.A. pa.bkecf@fedphe.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 10

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Robert A. LaRosa	<u>Debtor</u>	CHAPTER 13
Bayview Loan Servicing, LLC	<u>Movant</u>	
vs.		NO. 16-17869 ELF
Robert A. LaRosa	<u>Debtor</u>	
Ellen LaRosa	<u>Co-Debtor</u>	11 U.S.C. Section 362 and 1301
William C. Miller	<u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$8,190.29**, which breaks down as follows;

Post-Petition Payments:	July 2017 to September 2017 at \$1,791.49/month
	October 2017 at \$1,784.82/month
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$8,190.29</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on November 1, 2017 and continuing through April 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,784.82** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$1,365.05 for the months of November through March and \$1,365.04 for the month of April** towards the arrearages on or before the last day of each month at the address below;

Bayview Loan Servicing, LLC  
4425 Ponce de Leon Blvd., 5<sup>th</sup> Floor  
Coral Gables, FL 33146

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order<sup>7</sup> granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 11, 2017

By: /s/ Rebecca A. Solarz, Esquire  
Rebecca A. Solarz, Esquire  
Attorney for Movant  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
(215) 627-1322 FAX (215) 627-7734

Date: Nov. 3, 2017

Jeffrey C. McCullough  
Jeffrey C. McCullough, Esquire  
Attorney for Debtors


**NO OBJECTION**

Date: 11-9-2017

William C. Miller  
William C. Miller  
Chapter 13 Trustee

**\*without prejudice to any  
trustee rights or remedies**

Approved by the Court this 13th day of November —, 2017. However, the court retains discretion regarding entry of any further order.

A handwritten signature in black ink, appearing to be 'ERL', written over a horizontal line.

**ERIC L. FRANK**  
**CHIEF U.S. BANKRUPTCY JUDGE**